

INTELENET COMMISSION AUTHORIZED USER SERVICE AGREEMENT

THIS AGREEMENT ("Agreement"), made by and between the Intelenet Commission ("Intelenet"), having its principal offices at 101 W. Ohio Street, Suite 800, Indianapolis, IN 46204-1974 and {Customer Name} _____ ("Authorized User"), having its principal place of business at {Street Address, City, State, ZIP} _____

WHEREAS, Intelenet is authorized by Ind. Code § 5-21 et seq., to provide telecommunications and information technology services to Authorized User; and

WHEREAS, Intelenet contracts with third parties to provide telecommunication networks and information technology services to serve Intelenet's authorized users; and

WHEREAS, Authorized User desires to obtain such services from Intelenet as provided in this Agreement.

NOW THEREFORE, in consideration of the covenants, promises and mutual agreements contained in this Agreement, the parties agree as follows:

1. Definitions. The definitions in this paragraph 1 apply throughout this Agreement.
 - 1.1. "Service" or "Services" means those services, and the corresponding pricing therefor, offered by Intelenet.
 - 1.2. "Service Date" means the day on which the Service ordered from Intelenet is delivered to Authorized User.
 - 1.3. "Service Provider" means a third party with whom Intelenet has an agreement to provide all or a portion of the Services.
 - 1.4. "Order" means a written or electronic request from a duly authorized representative of Authorized User to Intelenet or its Service Provider(s) for particular Service(s), including the details of the services to be provided by Intelenet itself or by way of its Service Provider(s). The terms of Authorized User's currently applicable Order(s) are incorporated herein by reference.
2. Duties of Intelenet.
 - 2.1. Subject to the terms and conditions of this Agreement, Intelenet shall provide to Authorized User the Services specified in Authorized User's currently applicable Order(s).

- 2.2. Intelenet may enter into agreements with third parties, including Service Providers, to fulfill its duties and obligations under this Agreement.
- 2.3. Intelenet and its Service Provider(s) shall retain copies of Authorized User's currently applicable written Order(s), which shall be available to Authorized User upon request and updated as necessary to reflect mutually agreed changes or additions to Authorized User's Order(s).

3. Duties of Authorized User.

- 3.1. "Authorized User" represents that it is an entity, unit of government, school, network or system defined by Ind. Code § 5-21-1-2 (as currently enacted or as may be later amended during the term of this Agreement) as an "authorized user".
- 3.2. Authorized User will perform in accordance with the terms and conditions of (a) this Agreement, and (b) Authorized User's currently applicable Order(s), and (c) any written agreement Intelenet may have with an agent, contractor, or Service Provider for ordered Services, as such agreement may pertain to the obligations and responsibilities of Authorized User, and such provisions are deemed to be incorporated herein and made a part hereof by reference. Such terms and conditions are available to Authorized User upon request.
- 3.3. Authorized User will maintain reasonable measures to secure Intelenet's or Service Provider's facilities and equipment from loss, damage, mysterious disappearance, or theft.
- 3.4. Authorized User will be solely responsible for all loss, damage, mysterious disappearance, or theft of Intelenet's or Intelenet's Service Provider's facilities or equipment caused by the negligence of Authorized User, its agents, representatives, independent contractors, or invitees.
- 3.5. Authorized User will provide access for Intelenet or its Service Providers to enter Authorized User's premises at any reasonable time for the purpose of installing, inspecting, repairing, or removing (upon termination of the Service) all of Intelenet's or its Service Provider's facilities and equipment.
- 3.6. Authorized User may not license, sell, assign or transfer any of the Services. Authorized User may not use any of the Services for commercial purposes, other than those directly relating to Authorized User's essential public, educational, or governmental functions, and must obtain the express permission of Intelenet before such use.

4. Consideration

- 4.1. Intelenet agrees to provide the Services ordered by Authorized User at prices set by Intelenet Commission policy, and reviewed periodically, to be consistent with Ind. Code § 5-21-5-1(b).

- 4.2. Intelenet, or its agent or Service Provider, shall send an invoice to Authorized User during the month subsequent to the month of service. The invoice shall include an itemized list of Authorized User's Services and the applicable charges.
- 4.3. With respect to data services, the current pricing is shown on the currently applicable written Order(s). With respect to voice services, the current pricing is available upon request or through Intelenet's web site.
- 4.4. Intelenet may, in its discretion, pass through to Authorized User certain pricing incentives, credits and other promotional pricing and benefits received by Intelenet from its Service Provider(s) with respect to services provided to Authorized User. Intelenet will pass through to Authorized User all billing adjustments, refunds, credits, and offsets granted by a Service Provider to the extent they arise from billing problems, outages, and other performance problems in connection with Services provided to Authorized User.
- 4.5. Pricing may change from time to time. Authorized User will be notified of any pricing policy changes as soon as practical, and at least sixty (60) days in advance of any billing change, except for charges, fees, and assessments mandated by the Federal Communications Commission, the Indiana Utility Regulatory Commission, or any other appropriate state or federal governmental authority. Absent written objection by Authorized User within sixty (60) days of receipt of such notice, Authorized User will be deemed to accept the revised pricing and such revised pricing shall become a part hereof.
- 4.6. Intelenet may assess one-time installation charges to Authorized User as incurred by Intelenet in connection with providing service under this Agreement to Authorized User.
- 4.7. Charges for Services under this Agreement shall commence upon the Service Date. No sums shall be payable for Services until the Services are available to the Authorized User.
- 4.8. Intelenet agrees not to charge a fee to disconnect any circuits or Services ordered under this Agreement except for any direct costs that may be incurred by Intelenet or its Service Providers or as otherwise designated in Authorized User's Order(s). Intelenet shall advise Authorized User of any existing liability for disconnection costs.
- 4.9. Authorized User agrees to pay any amount arising under this Agreement or an agreement directly with an Intelenet Service Provider, which is properly due to a Service Provider either by Intelenet or Authorized User, as the case may be, to the extent such charges are attributable to an Order(s). Except as otherwise set forth in this Agreement, such amounts include all minimum commitments, termination charges, and equipment purchased in response to an Order(s) which is subsequently canceled by Authorized User. Intelenet shall advise or make available to Authorized User information as to any such charges prior to accepting Authorized User's Order(s).

5. Terms and Conditions of Use.

- 5.1. The Services may only be used for lawful purposes. Authorized User may not use the Services in connection with the violation of any local, state, or federal law or regulation(s), including but not limited to the unlawful transmission, possession, or use of trademarked or copyrighted material, threatening or obscene material, or material protected by trade secret. Intelenet may provide Authorized User assistance in adopting or modifying an “acceptable use policy” for use of the Services.
- 5.2. Authorized User shall not abuse or fraudulently use the Services, and shall not permit or assist others to do so, including but not limited to obtaining or attempting to obtain Services by any fraudulent means or device with intent to avoid payment, accessing, altering, or destroying any information of another authorized user of Intelenet or any other party by any fraudulent means or device or attempting to do so, or using the Services so as to interfere with other persons’ use of Intelenet’s services in violation of the law or in aid of any unlawful act.
- 5.3. Use of any data or information obtained via the Services is at Authorized User’s risk. Intelenet specifically denies any responsibility for the accuracy or quality of data or information obtained through the Services.
- 5.4. Intelenet shall not be responsible and shall have no liability for any claims arising from data, information, or material obtained or transmitted by Authorized User over any Services provided by Intelenet or its Service Providers, including but not limited to claims of libel, slander, defamation, or infringement of patent, trademark, or copyright. In addition, Intelenet shall not be responsible and have no liability for filtering content transmitted over any Services or enforcing Authorized User’s acceptable use policies, if any.
- 5.5. WITH RESPECT TO THE SERVICES PROVIDED, INTELENET MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES CONTAINED IN A SEPARATE WRITING DELIVERED TO AUTHORIZED USER AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF INTELENET. HOWEVER, INTELENET WILL PASS THROUGH TO AUTHORIZED USER THE BENEFITS (AND LIMITATIONS) OF ANY WARRANTIES PROVIDED BY ANY SERVICE PROVIDER IN CONNECTION WITH THE SERVICES.
- 5.6. Intelenet shall not be responsible for any damages suffered by Authorized User, including but not limited to, loss of data or other damages from delays, nondelivery, misdelivery of E-mail, viruses, service interruptions or any other reasons caused by any reason, including but not limited to, Intelenet’s own negligence, Authorized User’s errors and/or omissions, or acts of other authorized users, Service Providers, or other parties. Intelenet does not warrant the Services’ compatibility with Authorized User’s equipment.
- 5.7. Intelenet shall not be liable hereunder to any person, firm, or entity, including but not limited to Authorized User for any amounts representing loss of profits, loss of business, or indirect, consequential, or punitive damages.

6. Indemnification.

- 6.1. Authorized User agrees to indemnify, defend and hold harmless the State of Indiana, Intelenet, its agents, officers, commissioners, and employees from all claims, charges, and suits, including court costs, attorney fees, and any other expense, arising from or related to any of the following:
- 6.1.1. any actual or allegedly tortious act or omission of Authorized User or any of its agents, officers, employees, contractors, or invitees, or
 - 6.1.2. Any actual or alleged violation of this Agreement or any other contract by Authorized User or any of its agents, officers, employees, contractors, or invitees, or
 - 6.1.3. Any use of the Services by Authorized User or any of its agents, officers, employees, contractors, or invitees which is inconsistent with the terms hereof.
 - 6.1.4. Without limiting the generality of the foregoing, subparagraphs 6.1.1, 6.1.2, and 6.1.3 apply to all use of Services in violation of paragraph 1.1 hereof and all subparagraphs thereof, as well as to all claims of libel, slander, defamation, infringement of patent, trademark, copyright, or other claims arising from or relating to data, information, or material transmitted by Authorized User or any of its agents, officers, employees, contractors, or invitees over any Services provided by Intelenet or its Service Providers hereunder.
- 6.2. The indemnifying party shall not settle any claim or assertion, unless the indemnified party consents in writing to such settlement, which consent shall not be unreasonably withheld and which consent shall not be withheld in connection with any such settlement for money damages to be paid by the indemnifying party only, which does not admit the fault of the indemnified party and which does not impose injunctive or other equitable relief on the indemnified party.

7. Term of Agreement.

- 7.1. This Agreement shall become effective on the date the last State of Indiana approval authority as required under applicable Indiana law executes this Agreement. The term of this Agreement shall be for _____ months *{minimum of twelve (12) months and a maximum of sixty (60) months}*. The duration of any particular Services ordered by Authorized User shall be set forth in the Order(s).
- 7.2. At the end of the term of this Agreement as described in paragraph 7.1, Intelenet will provide Services to Authorized User as ordered by Authorized User on a month-to-month basis (for a maximum of sixty (60) consecutive calendar months), under all other terms and conditions hereof, and billed on a month-to-month basis at the then current monthly rate until such time as the parties execute a new agreement, or Authorized User provides Intelenet with sixty (60) days' advance written notification of Service termination.

8. Installation

- 8.1. Intelenet shall provide and install Services ordered by Authorized User. All installation and other work shall be performed in a workmanlike manner. Intelenet, its employees, and Service Providers shall comply with all reasonable rules, regulations and work schedules proposed by Authorized User and all statutory rules and regulations of the telecommunications industry. Intelenet, its employees, and Service Providers shall not unreasonably interfere with work being done by Authorized User or its employees, agents or contractors.
- 8.2. Authorized User shall use its best efforts to give Intelenet, its employees, and Service Providers sufficient time to acquire and install all Services ordered under this Agreement. Intelenet and its Service Providers shall use best efforts to install Services as requested and under terms and conditions no less favorable than current standard provisioning intervals set forth in the Service Providers' tariffs, or applicable contracts.

9. Independent Contractor. Both parties to this Agreement will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party will assume liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the employees, agents or subcontractors of the other party.

10. Maintenance and Service Interruption

- 10.1. Intelenet shall use its best efforts to manage its employees and Services Providers supplying Services ordered under this Agreement so that Services are consistent with maintenance and escalation procedures used by Intelenet and its Service Providers and so that all Services are maintained in good working order. Intelenet will make maintenance and escalation procedures available to Authorized User upon request.
- 10.2. Certain levels of service interruption may entitle Intelenet to a rebate on behalf of Authorized User from Intelenet's Service Providers. Except as otherwise provided in this paragraph 10.2 or paragraph 10.3 below, upon receipt of a rebate from a Service Provider, Intelenet will credit such rebate to Authorized User's account on the next invoice. Intelenet will provide credits to Authorized Users only in the event Intelenet actually receives a rebate from its Service Providers. Intelenet is under no obligation to provide any other credit to Authorized Users. Intelenet will use its best efforts to obtain any rebate to which it is entitled from its Service Providers.
- 10.3. Unless expressly provided by a Service Provider allows, no credit will be provided to Authorized Users for service interruptions under any of the following circumstances:
- 10.3.1. Interruptions caused by any act or omission of Authorized User, its agents, representatives, independent contractors, or invitees;

- 10.3.2. Interruptions due to failure of equipment or services not provided by Intelenet or its Service Providers;
- 10.3.3. Interruptions during any period when Authorized User has released a circuit for testing, maintenance, repair or reconfiguration;
- 10.3.4. Interruptions of less than one (1) hour;
- 10.3.5. Interruptions within a thirty (30) day period which total less than two (2) hours in the aggregate. Intelenet will negotiate with its Service Providers for credits for chronic, recurring interruptions. The determination of outage or interruption time for purposes of paragraphs 10.3.4 and 10.3.5 will be calculated from the time the supplier is notified of Service problems to the restoration of such Services.
- 10.3.6. Interruptions occurring during periodic “network maintenance windows.” Network maintenance windows are time periods when a Service Provider must shut down a portion or all of the Service to perform routine maintenance procedures during non-peak usage times; or
- 10.3.7. Interruptions occurring during emergency network maintenance.

11. Security and Confidentiality of Information.

- 11.1.1. If requested by Authorized User, Intelenet agrees to support the security and confidentiality of the transmission of data, voice and image in the same manner and quantity as is guaranteed to Intelenet by its Service Providers. Intelenet accepts no other responsibility for the quantity or quality of the security and confidentiality of Services or the data, voice and image transmitted thereon. Authorized User will be responsible for additional costs charged by Service Providers for Security and Confidentiality procedures, if any.
- 11.1.2. Any information obtained by one party as the result of this Agreement which is clearly marked as “Confidential” by the other party may not be disclosed unless required under the Public Information Laws or upon receipt of the prior written consent of the other party, and such consent shall not be unreasonably withheld. If disclosure is required under the Public Information Laws, then the disclosing party shall promptly provide notice to the other party of the disclosure.

12. Changes in Service.

- 12.1. Authorized User may, from time to time, change the nature or quantity of Services it purchases from Intelenet in Orders given to Intelenet, and shall pay the corresponding charges for such

amended Services. Intelenet shall advise or make information available to Authorized User as to any such amount prior to accepting Authorized User's Order(s).

- 12.2. Intelenet may change Service Providers in its sole discretion in order to provide cost-effective and reliable Service to Authorized User. Intelenet will provide reasonable notice to Authorized User of any plan to change a Service Provider. In the event of a change in Service Providers, Intelenet will continue to provide Services of equivalent or better quality and cost-effectiveness as those Services being replaced. The corresponding pricing may change as well. Please see paragraph 4.5.

13. Disputes.

- 13.1. Authorized User must notify Intelenet in writing of any claimed billing errors, disputed charges, or problems with Service within ninety (90) days after Intelenet sent the first bill on which the error or problem appeared or the Service problem first appeared, after which time any claimed billing errors or disputes concerning the Services are deemed to have been irrevocably waived.
- 13.2. Intelenet must acknowledge receipt of such notice within thirty (30) days of receipt, unless Intelenet has corrected the error by that time. Within ninety (90) days of receipt of the notice, Intelenet must either correct the error or explain why it believes the bill was correct. After receiving such notice from Authorized User, Intelenet may not try to collect any amount in question. Intelenet may continue to bill Authorized User for the amount in question. Authorized User is not required to pay any questioned amount while Intelenet is investigating, but will still be obligated to pay the parts of the bill that are not in question.
- 13.3. If either party is not satisfied with the dispute resolution or progress toward resolution, the claiming party may then terminate Service or this Agreement in its entirety after sixty (60) calendar days' written notice of termination to the other party.
- 13.4. In the event the procedures described in paragraphs 13.1, 13.2, and 13.3 fail to resolve a dispute between the parties, the parties hereto agree that the remaining dispute shall be settled by binding arbitration in accordance with the J.A.M.S./ENDISPUTE Arbitration Rules and Procedures ("Endispute Rules"). The parties shall share equally the costs of arbitration, including the fees and expenses of the arbitrator, unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. The parties agree that this provision and the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. §§ 1-16 et seq. ("USAA"), the Indiana Uniform Arbitration Act, Ind. Code §§ 34-57-2 et seq. ("IUAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this paragraph 13.4, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the IUAA.

14. Cancellation by Authorized User. Authorized User may terminate this Agreement or a Service ordered under this Agreement at any time by delivering a termination notice at least sixty (60) days prior to the termination effective date. The notice shall identify which Service is being terminated.
15. Cancellation by Intelnet. Intelnet may cancel or terminate this Agreement under the following conditions:
 - 15.1. Intelnet may terminate this Agreement at any time by delivering a termination notice at least sixty (60) days prior to the termination effective date. The notice shall identify which Service is being terminated. Authorized User shall pay when due the cost of all Services rendered prior to the effective date of termination, other than charges in dispute. Authorized User shall not be responsible for any termination charges in the event Intelnet, rather than Authorized User, terminates the Service.
 - 15.2. Intelnet may terminate this Agreement by sending a written notice, upon any of the following grounds. In each instance, termination shall be effective immediately upon written notice to Authorized User.
 - 15.2.1. If Intelnet ceases to conduct its operations in the normal course of business or is dissolved as a result of action of the Indiana General Assembly.
 - 15.2.2. Multi-term Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this multiterm contract, this contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
 - 15.3. In the event Intelnet terminates this Agreement, Intelnet will request that its Service Provider assume direct responsibility for Services to Authorized User, in order to provide uninterrupted service to Authorized User.
16. Authorized User shall pay when due the cost of all Services rendered, including minimum commitments, prior to the effective date of termination, other than charges in dispute, together with any costs of termination.
17. Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Authorized User and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to this hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Agreement also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

18. Conflict of Interest.

18.1. Intelenet may cancel this Agreement without recourse by Authorized User if any interested party (as defined below) is or becomes an employee of Intelenet or a Service Provider.

18.2. This paragraph 18 does not apply to Authorized Users which are state agencies and political subdivisions of the State of Indiana.

18.3. As used in this paragraph 18:

18.3.1. "Immediate family" means the spouse and the unemancipated children of an individual.

18.3.2. "Interested party" means:

18.3.2.1. The individual executing this Agreement;

18.3.2.2. An individual who has an interest of three percent (3%) or more of Authorized User, if Authorized User is not an individual; or

18.4. Any member of the immediate family of an individual specified under subparagraph 18.3.2.1 or 18.3.2.2.

18.5. Intelenet will not exercise its right of cancellation under subparagraph 18.1 above if Authorized User gives Intelenet an opinion by the State Ethics Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. Intelenet may take action, including cancellation of this Agreement consistent with an opinion of the State Ethics Commission obtained under this subparagraph 18.5.

18.6. Authorized User has an affirmative obligation under this Agreement to disclose to Intelenet when an interested party is or becomes an employee of the State of Indiana.

18.7 The obligation under this paragraph 18 extends only to those facts which Authorized User knows or reasonably could know.

19. Drug-Free Workplace Certification.

19.1. Authorized User hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Authorized User will give written notice to Intelenet within ten

(10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Authorized User's or subcontractor's workplace.

19.2. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grants or appropriated funds, termination of this Agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

19.3. In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, Authorized User hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

19.3.1. This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by Authorized User and made a part of the contract or agreement as part of the contract documents.

19.3.2. Authorized User certifies and agrees that it will provide a drug-free workplace by:

19.3.2.1. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Authorized User's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

19.3.2.2. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) Authorized User's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

19.3.2.3. Notifying all employees in the statement required by subparagraph 19.3.2.1 above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify Authorized User of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

19.3.2.4. Notifying in writing the State within ten (10) days after receiving notice from an employee under subparagraph 19.3.2.3(2) above, or otherwise receiving actual notice of such conviction;

19.3.2.5. Within thirty (30) days after receiving notice under subparagraph 19.3.2.3(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

19.3.2.6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 19.3.2.1 through 19.3.2.5 above.

20. Non-Collusion and Acceptance. The undersigned representative of Authorized User attests, subject to the penalties for perjury that he or she is the duly authorized representative, agent, member or officer of Authorized User, that he or she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.
21. Assignment. Intelenet may assign this Agreement to another State of Indiana governmental entity in whole or in part with thirty (30) calendar days' written notice to Authorized User.
22. Notice. Whenever notice or instructions are to be given by either party to the other, such notice shall be in writing and shall be delivered either personally or by United States mail, postage prepaid, addressed as follows, or to other such address as either party may designate in writing. Notice shall be deemed effective when received, or forty eight (48) hours following the date of postmark, if sent by prepaid certified mail, return receipt requested

22.1. TO Intelenet: Intelenet Commission, 101 W. Ohio Street, Suite 800, Indianapolis, IN 46204

22.2. TO Authorized User: *(please insert address and contact person here):*

Contact Person _____
Authorized User _____
Address _____
City, State, Zip _____
Telephone Number _____

- 22.3. Force Majeure. Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the control of such party. Such acts shall include, but be limited to, acts of God, acts of war, epidemics, acts of federal or state agencies or other disasters or events. But, in every case, the delays must be beyond the control and without the fault or negligence of the non-performing party. Intelenet or Authorized User may cancel this Agreement with no liability to the other should the force majeure event continue for more than sixty (60) calendar days.

23. Mutual Cooperation. Authorized User and Intelenet agree to mutually cooperate as required to carry out the intent of this Agreement. Authorized User and Intelenet each agree to join with the other as requested in executing such necessary consents, applications for governmental approvals and permits and other documents as required by either party to fulfill the purpose and intent of this Agreement.
24. Penalties/Interest/Attorney's Fees. Both Intelenet and Authorized User will in good faith perform their required obligations under this Agreement and, do not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as expressly provided in this Agreement, or as required by Indiana law.
25. Waiver of Rights. Any waiver of any term, provision or condition of this Agreement by any party hereto shall not operate as a waiver of any other breach of any such terms, provisions, or conditions or of any other term, provision or condition hereof, nor shall any failure to enforce any term, provision or condition hereof operate as a waiver of such term, provision or condition except as shall be expressly waived in writing.
26. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any proceeding relating hereto must be brought within the State of Indiana.
27. Partial Invalidity. If any paragraph, provision, or clause of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality, and enforceability of the remainder of this Agreement shall continue in effect so long as it still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be rendered null and void.
28. Entire Agreement. This Agreement including and the documents it incorporates, including but not limited to all Service Orders hereunder and the applicable provisions of Intelenet's agreements with Service Providers, expresses the entire agreement of the parties concerning the subject matter herein, and is a complete and exclusive statement of the terms and conditions of this Agreement. No representations or agreements modifying or supplementing the terms and conditions of this Agreement shall be valid unless in writing, signed by persons authorized to execute agreements on behalf of both parties.

The parties having read and understood the foregoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

AUTHORIZED USER:

By: _____

Printed: _____

Title: _____

Date: _____

INTELENET COMMISSION: Attest:

By: _____
 Jerry Sullivan, Executive Director

Date: _____

Last revised: July 2002